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MASTER AND SERVANT—WORKMEN'S COMPENSATION ACT—INJURY ARISING OUT OF AND IN THE COURSE OF EMPLOYMENT.—The plaintiff's decedent, who was a teamster in the employ of the defendant, by reason of loss of memory caused by a personal injury received about five years before by falling from his wagon, lost his way while driving, left his wagon and wandered about and fell into a swamp, where he remained all night, by reason of which exposure pneumonia was contracted and death ensued. *Held*, that his death did not arise "out of and in the course of" his employment, within the Workmen's Compensation Act, (St. 1911, c. 751, as amended by St. 1912, c. 571.). *Milliken v. A. Towle & Co.*, (Mass. 1914) 103 N. E. 898.

The court remarks that "the difficulty in the case arises from the provision that the personal injury must be one 'arising out of' as well as one 'in the course of his employment,' and that the injury here did not 'arise out of' Milliken's employment. The fact that Milliken 'would not have met his death as he did but for the horse and wagon and his efforts to get them to the stable' goes no farther than to show that the personal injury suffered by Milliken was a personal injury 'in the course of his employment.'" *McNicol's Case*, 215 Mass. 497. The correctness of the court in the construction of the words "arising out of and in the course of employment" cannot be seriously questioned. It has been generally held that the words are used conjunctively, not disjunctively, and are therefore to be construed as meaning different things. Explanatory of the meaning, *Buckley*, L. J., observes; "The words 'out of' point, I think, to the origin or cause of the accident; the words 'in the course of' to the time, place and circumstances under which the accident takes place." *Fitzgerald v. Clark*, 99 L. T. 101; *Whitbread v. Arnold*, 99 L. T. 103; *Hill v. Begg*, 99 L. T. 104; *Hawkins v. Powell's Tillery Steam Coal Co.*, 104 L. T. 365; *Barnabas v. Bersham Colliery Co.*, 103 L. T. 513.

MUNICIPAL CORPORATIONS—POWER TO REGULATE STREET EXCAVATIONS.—A gas and electric company laid pipes and conduits in various streets of a city. Subsequently, an amendment to the state constitution was made, providing that "in any city where there are no public works owned and controlled by the municipality any individual or any company shall under the direction of the superintendent of streets, and under such general regulations as the municipality may prescribe for damages and indemnity for damages, have the privilege of using the public streets and of laying down pipes and conduits therein." Still later, the city passed an ordinance making it unlawful to excavate in any street without permission from the board of public works, to be had on written application showing the location and purpose of the excavation, the right of the applicant, and such application to be accompanied by a deposit to cover the cost of inspection and restoration of the surface. *Held*, although the gas and electric company had a vested right to occupy such part of the street, the ordinance in question was not invalid, since it did not give the board any discretion to grant or refuse a certificate. The requirements of written application and deposit were legitimate regulations, because they furnished evidence showing who alone were